

EXECUTIVE ORDER

Secretary of State

Frankfort Kentucky 2014-451 June 13, 2014

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve employment contracts between **Morehead State University**, and the following attorneys, as outlined in the attached contracts:

J. Gregory Clare, Louisville, Kentucky
Sturgill, Turner, Barker and Moloney, Lexington, Kentucky
Kortz & Funke, Crestwood, Kentucky
McBrayer, McGinnis, Leslie & Kirkland, Lexington, Kentucky

Please enter this Executive Order upon the Executive Journal and file the attached Contracts with the Executive Order.

STEVEN L. BĖSHĒAR

Governor

ALISON LUNDERGAN GRIMES

Secretary of State

DATE 6/6/14

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEANTH OF KENTUCKY



Personal Service Contract Number PS

PERSONAL SERVICE CONTRACT

OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

| This Personal Service Contract f | or professional services to | Morehea is made an | d entered into this | |
|--|---|--|--|-------------------------------|
| 9th day of June , 20 | 14 by and between Mo | orehead State Unive | ersity (MSU) and: | |
| Law Offices of J. Gregory | / Clare | | | |
| Name of Individual and/or Firm | | Socia | al Security or Federal ID Number | |
| 2933 Bowman Avenue | Louisville | ΚΥ | 40205 | |
| Street Address | City | State | Zip Code | |
| | ning date July 1, 2014 shall be presented to the GCRO | | June 30, 2015 than ninety (90) days after a committee acti | on on the contract. |
| contract duration. Do no use acre The Law Offices of J. Gre "as needed" basis. Objective to be Accom | act/project, i.e., the specific conyms and fully explain to egory Clare will prov aplished sired from the use of an ex- | echnical language. vide legal repro xternal service pro- | rmed, reports or products to be deli Attach a second page if necessary esentation on immigration vider. Attach a second page if nece Il expertise is needed. | matters on an |
| Contract Cost Data | | | | |
| \$ 10,000.00 Personal Services | \$ Per Diem/Ti | \$ ravel Oth | = \$ 10,000.0 | 00 |
| Contract Cost Detail Described hourly or daily rate of pay See attached. | related to personal services | , per diem rates, mile | rage estimates, air travel, lodging, and o | other related expenses. |
| The Second Party shall not be rei | mbursed for any expense | s except as describ | ed above. | |
| Source of Funds | Federal: \$ | State: \$ | Local/Other: \$10,0 | 00.00 |
| If contract supported by federal f | unds, indicate grant/proje | ct title, I.D. numbe | er, and CFDA number | |
| | | | inistrative approvals are obtaine mmittee (GCRC) of the General | |
| Submitted by And Julyan Departmental Signature | id bliff | Reviewed by | Office of Support Services | Date |
| | | Approved by | | |
| Dean/Vice President Signature | Date | | Chief Financial Officer & VP for A | Administration Date |
| | Page | 1 of 2 | MSII is an affirmative action, equal enport | unity advectional institution |

| Personal Service Contract Number PS | |
|-------------------------------------|--|
| | |

PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And Law Offices of J. Gregory Clare

Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS \$10,000 AND GREATER MUST BE FILED WITH THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY BEFORE WORK MAY BEGIN.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Low Offices of J. Greyory Clase
Name of Company or Corporation

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? Yes No

If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? Yes No

Contractor (Second Party)

Signature

Date

Statement to Accompany Personal Services Contract

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$10,000.

MOREHEAD STATE UNIVERSITY Personal Service Contract Proof of Necessity (PON)

Contract Number: MHSU -

| Agency: Morehead State University | Department: Ge | neral Counsel |
|---|---|---|
| Type of Contract: New | Renewal (Renegotiation) | Extension for Time Only |
| NOTE: All questions <i>must</i> be answered fully. If spatitem. | nce provided in insufficient, additional pages should be a | ttached referencing the specifically numbered |
| 1. Name of Contractor: Law Offices of | f J. Gregory Clare | |
| Street Address: 2933 Bowman Avenu | City Louisville | State: <u>KY</u> Zip 40205 |
| 2. Effective Period of Contract | Beginning Date: July 1, 2014 Ending | Date: June 30, 2015 |
| or products to be prepared, reason for | (Include: Description of project, type(s) duration of contract, etc.): Morehead State University on immigration matter | |
| succeeding fiscal year? | reason now exist which would indicate a ne Yes No rs may be extensive and incapable of resolution | |
| contractor? 5. FINANCIAL AND CONTRACT C A. Total Projected Cost of Contract: Source of Funds: Federal \$ | \$ 10,000 State \$ Lo | ocal/Other \$ 10,000 Agency |
| B. If contract is supported by federal | funds, indicate: Grant/project title, grant II | number, and CFDA number. |
| | ands, indicate source(s) and amount(s) (e.g., | General Fund, Trust & |
| D. Was the contract cost included in the If no, explain: | he original Budget Request? Yes | ONo |
| E. Describe, <u>in detail</u> , how the project applicable): | ted cost of the contract was derived (attach | proposed budget when |
| F. Basis for Payment: \$125 / hour Hourly Other (Explain): not to exceed \$1 | | _/service r Service |
| G. Method of Payment: Straight H. Frequency of Payment: Mont Other (Explain): | Disbursement OInter-Account hly OQuarterly Upon Comp | letion |

| | NOTE: If professional employment contract with firm or corporate entity, attac officers, as well as all employees performing work directly related to the contrac | |
|----|---|--|
| | J. If an individual, will the terms of contract require that the contractor befor FICA purposes? Yes No | be considered an "employee" of MSU |
| 5. | JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDE | ER TO PERFORM THE SERVICE |
| | The following questions should be addressed at a minimum: | and the deal mainted do In the most of |
| | What in-house method(s) were considered and why were potential in-housuch nature that: it should be done independently of the agency to avoid a | |
| | or special expertise/qualifications; and/or legal or other special circumsta | nces require use of an outside |
| | provider? If services are needed on a continuing basis, describe efforts m | nade to secure services through regular |
| | state employment channels? Will agency personnel provide staff support. The firm will supplement in-house counsel, and represent the University when sp | |
| | | |
| | | , |
| | | |
| 7. | Name and address of other provider(s) considered to perform the sen | rvice: |
| | See attached. | |
| 3. | Basis for selection of the proposed contractor (explain process used in | n making decision, i.e., solicitation of |
| | proposals, bids, references, and evaluation criteria applied): | |
| | See attached. | |
| | | |
| €. | PLANNED SUPERVISION AND MONITORING OF THE CONTR | RACTOR'S PERFORMANCE: |
| | A. Name and Title of Person Responsible: Jane Fitzpatrick, General Co | ounsel |
| | Office and Location: HM 305, Morehead State University, Mo | orehead, KY 40351 |
| | Telephone Number: <u>(606)</u> 783-2053 | |
| | B. Describe the monitoring activities, both programmatic and fiscal, whi | ich will be performed including the |
| | manner in which monitor needs will be address in the contract to facil | |
| | Review of monthly invoices | |
| | | |
| 0 | SIGNATURES | _ |
| | PREPARED BY: | DATE: |
| | () A A | |
| | RECOMMENDED BY: JUNE O TUNES | DATE: 6/1// |
| | TITLE: General Counsel | , , , |
| | TITEE. General Counsel | |
| | REVIEWED BY: Director of Support Services | DATE: |
| | Director of Support Services | |
| | APPROVED BY: | DATE: |
| | Chief Financial Officer & VP for Administration | |

I. Social Security Number (if individual) or IRS ID Number (if firm or corporate entity) of proposed contractor:

Statement to Accompany Personal Service Contract Proof of Necessity

#7 - Name and Address of other Provider(s) considered to perform the service:

Respondents for Immigration Legal Services

McBrayer, McGinnis, Leslie & Kirkland, PLLC 201 East Main Street, Suite 900

Lexington, KY 40507

tmcbrayer@mmlk.com

The Law Offices of J. Gregory Clare 2933 Bowman Avenue

Louisville, KY 40205

Greg.clare@jgclare.com

Wyatt Tarrant & Combs LLP

500 West Jefferson St., Suite 2800

Louisville, KY 40202

bmenefee@wyattfirm.com

Kortz & Funke

6461 W. LaGrange Road

Crestwood, KY 40014

dfunke@immigrationky.com

#8 – Basis for selection of the proposed contractor:

In April 2014, the University issued a request for proposal for legal services with an open response period of 30 days. The request for proposal was posted on the University's website. Evaluation criteria (including the experience in representing institutions of higher education, strength of professionals to be assigned to the contract, and financial and pricing consideration) were designated in the request for proposal and were used to score the respondents.

PERSONAL SERVICE CONTRACT
OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

| | | | 1 | | | |
|---|--------------------------|--|-----------------------|---|---|--------|
| | | | Person | al Service Co | ntract Number PS | |
| This Personal Service Co | ontract for Mor | ehead State Univ | ersity is made and | d entered into | this | |
| 10th day of June, 2014 b | y and between | Morehead State | University (MSU) | and: | | |
| Sturgill, Turner, Barker Name of Individual and/ | | | So | ocial Security | or Federal ID Number | |
| 333 West Vine Street, Street Address | uite 1400 | | | | | |
| Shoot Address | <u>Lexington</u> City | <u>K</u> State | | 40507 p Code | | |
| Effective Dates No personal service contract a | | nte <u>July 1, 2014</u> presented to the GC | | nding date <u>Jun</u> ner than ninety (S | <u>e 30, 2015</u> 10) days after a committee action on the contract | t. |
| | ne contract/proj | | | | rts or products to be delivered, reason f econd page if necessary. | or the |
| See attached | | | | | | |
| Objective to be A Explicitly describe the re | | | external service p | provider. Atta | ch a second page if necessary. | |
| See attached Contract Cost D | ata | | | | | |
| \$ <u>15,000</u> Personal Servi | ces | \$ Per Diem/ | \$_ Travel | Other | = \$ <u>15,000</u> Total | |
| Contract Cost D Described hourly or daily re | | to personal service | es, per diem rates, n | nileage estimate | es, air travel, lodging, and other related expe | enses. |
| The Second Party shall n | ot be reimburse | ed for any expens | ses except as desc | ribed above. | | |
| Source of Funds | Fed | eral: \$ | State: \$ | | Local/Other: \$15,000 | |
| If contract supported by | federal funds, in | ndicate grant/pro | ject title, I.D. nun | nber, and CFD | A number | |
| | | | | | approvals are obtained. Contracts g mittee (GCRC) of the General Assem | |
| Submitted by Jepartmental Signature | atick | 6/11/14 | Reviewed | by Office of | Support Services | Date |
| Lepartinemar Signature | i | Dage | | Office Of | ouppoit out vices | Date |
| Dean/Vice President Sig | nature | Date | Approved | Chief Fine | ncial Officer & VP for Administration | Date |
| Dean Arce Flegidelit DIS | natuit | שומני | | Cinci rilla | nciai Chilei ee vii loi Aulilliistfällon | Date |

| Personal Service Contract Number | PS |
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| , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | e comprehensive manufactura de la comprehensive de la comprehensive de la comprehensive de la comprehensive de |
| | |

PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And <u>Sturgill, Turner, Barker & Moloney, PLLC</u>
Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS GREATER THAN \$10,000 REQUIRE THE PRIOR APPROVAL OF THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Liability Insurance Waiver

Name of Company or Corporation

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

| at the end of the calendar year if total payment(s) e | xceed \$600 | |
|---|----------------------------------|------------|
| Are you actively receiving Kentucky Teachers' Re | tirement System (KTRS) Benefits? | ☐ Yes ⊠ No |
| If yes, have you been employed at any other KTRS | - | |
| Contractor (Second Party) Signature | - 10 June 2019 | + |
| Signature | Date | |
| Sturgill, Turner, Barker & Moloney, I | PLLC | |

☐ No

Statement to Accompany Personal Services Contract

Services to Be Delivered

Sturgill, Turner, Barker and Moloney, PLLC will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement inhouse legal counsel when specialized legal expertise is needed.

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$15,000.

Proof of Necessity (PON) Form
Government Contract Review Committee Legislative Research Commission

| Contract Number: MHSU-15- | | | | |
|---|-------------------------------------|--|-------------------------------------|--|
| Morehead State Univers | iitv | Higher Educat | ion | |
| Agency | | | Division, Branch, etc. | |
| TYPE OF CONTRACT: | X_ New | Renewal (Re-negotiation) | or Extension | on for Time Only |
| | pe answered fully. If space pro | ovided is insufficient, additional power be directed to the Bureau/Staff Off | pages should be attached refere | |
| 1. Name & Address of Co | ontractor: Sturgill, Turner, | , Barker & Moloney, PLLC 2. | Effective Period of Contr | act: |
| | 333 West Vine S | · | Starting Date: July 1, 2014 | |
| | Lexington, KY 4 | 10507 | Ending Date: June 30, 20 | 15 |
| 3. Explain, with specificity, be prepared; reason for dur | | clude: Description of project; types | (s) of service to be delivered; rep | orts or products to |
| | | State University on an "as need and compensation issues, and en | | g but not limited to |
| | | would indicate a need to renew the e of resolution during the current fi | | l year? Yes |
| b. Will the contract provide | for cancellation by the Departm | ent upon a maximum of 30 days or | less written notice to the contrac | etor? Yes |
| - | | • | | <u>- </u> |
| 5. FINANCIAL AND CONT | | | | |
| a. Total Projected Cost o | of Contract: \$ Not to exceed | \$15,000 | | |
| Source of Funds: | Federal: \$ | State: \$ | Local/Other: \$ 15,000 | 0 (Agency) |
| | | project title; grant I.D. number; and | | |
| c. If contract is supported b | y state funds, indicate source(s) a | and amounts(s) (e.g., General Fund | , Trust and Agency, Other): Trus | t and Agency |
| d. Was the contract cost incl | uded in the original Budget Requ | iest? X YESNO | If no, explain: | |
| | he projected cost of the contract v | was derived (attach proposed budge at litigation experience | et when applicable): | |
| f. Basis for Payment: | • Hourly: \$_not to exceed \$1 | 25 per hour • | Per Diem: \$ | per day |
| | •Fee for Service: \$ | per service | Other - Explain: | |
| g. Method of Payment: | •Straight Disbursement | X | Inter-Account | |
| h. Frequency of Payment: | •MonthlyX | •Quarterly | •Upon Completion | |
| Other | Explain | | | |

| i. | . Social Security Number (if individual) or IRS I.D. Number (if firm or corpo | orate entity) of prop | posed contractor: |
|-------|--|--|--|
| NO | TE: If professional employment contract with firm or corporate entity, atta well as all employees performing work directly related to the contractor | | |
| j. | . If an individual, will the terms of contract require that the contractor be con | sidered an "emplo | yee" of this Department for FICA purposes? |
| 6. | JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDE The following questions should be addressed at a minimum: What in-house method(s) were considered and why were potential in-hou independently of the agency to avoid a conflict of interest; it requires circumstances require use of an outside provider? If services are needed regular state employment channels? Will agency personnel provide staff supstructions. Sturgill, Turner, Barker & Moloney, PLLC will supplement in-house the state of the s | unique or special on a continuing to oport services to the | cted? Is the part of such nature that: it should be done expertise/qualifications; and/or legal or other special basis, describe efforts made to secure services through the contractor? |
| | expertise is needed. | | |
| 7. | Name and address of other provider(s) considered to perform the service | ce: | |
| | In April 2014, the University issued a request for proposal for legal | services. See att | ached list of responding firms. |
| 8. | Basis for selection of the proposed contractor (explain process used evaluation criteria applied): | in making decisio | n, i.e., solicitation of proposals, bids, references, and |
| | The firm was selected through an advertised request for proposals and weighting factors published in the RFP document. | process. The pr | roposal submitted was evaluated based on criteria |
| 9. | PLANNED SUPERVISION AND MONITORING OF THE CONTRACT | CTOR'S PERFO | RMANCE: |
| | a. Name and Title of Responsible Person: Jane Fitzpatrick, General Coun Office and Location: H.M. 305, Morehead State Unit Telephone Number: (606) 783-2452 | | I, KY 40351 |
| | b. Describe the monitoring activities, both programmatic and fiscal, which be addressed in the contract to facilitate this activity: | ch will be performe | ed including the manner in which monitoring needs will |
| | | | |
| 10. | SIGNATURES: | | |
| - • • | PREPARED BY: | DATE: | |
| | RECOMMENDED BY July V Julypatrick | DATE: | June 2, 2014 |
| | Title: General Counsel | | · ———— |
| | REVIEWED BY: | DATE: | |
| | Title: Director of Support Services | | |
| | APPROVED BY: | DATE: | |
| | Chief Financial Officer & Vice President for Adm | unistration | |

Statement to Accompany Legal Services Proof of Necessity

Respondents to Request for Proposals for Legal Services (April 2014):

Paul Stokes 129 East Main Street Morehead, KY 40351 prstokeslaw@windstream.net

McBrayer, McGinnis, Leslie & Kirkland, PLLC
201 East Main Street, Suite 900
Lexington, KY 40507
tmcbrayer@mmlk.com

The Law Offices of J. Gregory Clare 2933 Bowman Avenue Louisville, KY 40205

<u>Greg.clare@jgclare.com</u>

Sturgill, Turner, Barker & Maloney 333 West Vine Street, Suite 1400 Lexington, KY 40507 sbarker@sturgillturner.com

Wyatt Tarrant & Combs LLP 500 West Jefferson St., Suite 2800 Louisville, KY 40202 bmenefee@wyattfirm.com

Kortz & Funke 6461 W. LaGrange Road Crestwood, KY 40014 dfunke@immigrationky.com



PERSONAL SERVICE CONTRACT
OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

| OTTION OF GOTT ONLY BEACT | . 2020, 1110222121212, 201111 | | | |
|--|---|--|--|---|
| | | Personal Ser | vice Contract Number PS | |
| This Personal Service Contrac | et for professional services to | Morehea is made and e | entered into this | |
| Oth . | 2014 by and between Mor | _ | | |
| Name of Individual and/or Fir | m (The Second Party) | Social S | Security or Federal ID Number | |
| 6461 W. LaGrange Ro | ad Crestwood | KY | 40014 | |
| Street Address | City | State | Zip Code | |
| Effective Dates Be | ginning date July 1, 2014 sent shall be presented to the GCRC | Ending date Justin for review any sooner the | ne 30, 2015 in ninety (90) days after a committee acti | on on the contract. |
| contract duration. Do no use a | ntract/project, i.e., the specific acronyms and fully explain te | chnical language. A | ned, reports or products to be deli attach a second page if necessary on matters on an "as nee | • |
| Objective to be Accordance Explicitly describe the results Supplement in-house | | temal service providecialized legal | der. Attach a second page if nece expertise is needed. | essary. |
| Contract Cost Data | | | | |
| \$ 10,000.00 Personal Services | \$ Per Diem/Tr | \$ avel Othe | \$ 10,000.0 Total | 00 |
| Contract Cost Detai Described hourly or daily rate of See attached. | | per diem rates, mileag | ge estimates, air travel, lodging, and | other related expenses. |
| The Second Party shall not be | reimbursed for any expenses | s except as described | l above. | |
| Source of Funds | Federal: \$ | State: \$ | Local/Other: \$10,0 | 00.00 |
| If contract supported by feder | al funds, indicate grant/projec | ct title, I.D. number, | and CFDA number | |
| No services may be perform and greater require the filin begins. | ed or payments rendered u g with the Government Cor | ntil all MSU admin ntract Review Com | distrative approvals are obtained mittee (GCRC) of the General | d. Contracts \$10,000 Assembly before work |
| Submitted by Submitted by Superficients of the submitted by Submitted by | track 6/11/14 | Reviewed by | Office of Support Services | Date |
| Dean/Vice President Signatur | re Date | Approved by C | hief Financial Officer & VP for | Administration Date |

Page 1 of 2

MSU is an affirmative action, equal opportunity, educational institution

Statement to Accompany Personal Services Contract

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$10,000.

Black

| Personal Service | Contract Numb | er PS _ | ************************************** | ······································ | _ |
|------------------|---------------|---------|--|--|---|
| | | | | | |

PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

And Kortz & Funke

Name of Individual and/or Firm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS \$10,000 AND GREATER MUST BE FILED WITH THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY BEFORE WORK MAY BEGIN.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.

| Are you actively receiving Kentucky Teachers' Retirement System (KT | RS) Benefits? Tyes No |
|--|---|
| If yes, have you been employed at any other KTRS agency during the c | urrent (July 1 – June 30) fiscal year? 🗌 Yes 📗 No |
| Contractor (Second Farty) | |
| Signature to Cook to Funde Date | |
| Signature Date | |
| Korte+Funke, pece | |
| Name of Company or Corporation | |

MOREHEAD STATE UNIVERSITY Personal Service Contract Proof of Necessity (PON)

Contract Number: MHSU -

| Agenc | y: Morehead State Universit | у | Depart | ment: Gener | al Counsel | |
|--|--|-----------------------------|--------------------------------|---------------------|--------------------|------------------|
| Туре с | of Contract: New | | Renewal (Renegotiati | on) | Extensi | on for Time Only |
| NOTE: | NOTE: All questions must be answered fully. If space provided in insufficient, additional pages should be attached referencing the specifically numbered item. | | | | | |
| 1. Nai | me of Contractor: Kortz & F | unke | | | | |
| Str | eet Address: 6461 W. LaGran | ge Road | City Crestwood | | State: KY | Zip 40014 |
| 2. Effe | ective Period of Contract | Beginning I | Date: July 1, 2014 | Ending Da | ite: June 30, 20 | 015 |
| 3. Explain the work to be performed. (Include: Description of project, type(s) of service to be delivered, reports or products to be prepared, reason for duration of contract, etc.): The firm will provide legal services to Morehead State University on immigration matters on an "as needed" basis. | | | | | | |
| | | | | | | |
| | Does an identified or anticipa succeeding fiscal year? If yes, explain: <u>Immigration r</u> | Yes | No | | | |
| B. Will the contract provide for cancellation by MSU upon a maximum of 30 days or less written notice to the contractor? Yes No 5. FINANCIAL AND CONTRACT COST DATA: A. Total Projected Cost of Contract: \$\frac{10,000}{5}\$ Source of Funds: Federal \$\frac{10,000}{5}\$ State \$\frac{10,000}{5}\$ Local/Other \$\frac{10,000}{5}\$ Agency B. If contract is supported by federal funds, indicate: Grant/project title, grant ID number, and CFDA number. | | | | | | |
| | C. If contract is supported by state funds, indicate source(s) and amount(s) (e.g., General Fund, Trust & Agency, Other) | | | | | |
| | Was the contract cost included If no, explain: | l in the original B | Sudget Request? | Yes | ONo | |
| | Describe, <u>in detail</u> , how the pr applicable): | ojected cost of th | | d (attach pro | oposed budget | when |
| F. 1 | Basis for Payment: S120 /hou Hourly Other (Explain): not to exce | Po | /day er Diem | \$/s Fee for S | service service | |
| Н. І | Method of Payment: Str. Frequency of Payment: Nother (Explain): | night Disburseme Monthly | nt OInter-Acc Quarterly OUp | count on Complet | ion | |

| | NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contractor. If individual, attach name and social security number. |
|-----|--|
| | J. If an individual, will the terms of contract require that the contractor be considered an "employee" of MSU for FICA purposes? Yes No |
| | JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE The following questions should be addressed at a minimum: What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor? The firm will supplement in-house counsel, and represent the University when specialized legal expertise is needed. |
| 7. | Name and address of other provider(s) considered to perform the service: See attached. |
| | Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied): See attached. |
| | PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE: A. Name and Title of Person Responsible: Jane Fitzpatrick, General Counsel Office and Location: HM 305, Morehead State University, Morehead, KY 40351 Telephone Number: (606) 783-2053 |
| | B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitor needs will be address in the contract to facilitate this activity: Review of monthly invoices |
| 10. | SIGNATURES |
| | PREPARED BY: RECOMMENDED BY: TITLE: General Counse DATE: DATE: |
| | REVIEWED BY: Director of Support Services |
| | APPROVED BY: DATE: Chief Financial Officer & VP for Administration |

I. Social Security Number (if individual) or IRS ID Number (if firm or corporate entity) of proposed contractor:

Statement to Accompany Personal Service Contract Proof of Necessity

#7 - Name and Address of other Provider(s) considered to perform the service:

Respondents for Immigration Legal Services

McBrayer, McGinnis, Leslie & Kirkland, PLLC 201 East Main Street, Suite 900 Lexington, KY 40507 tmcbrayer@mmlk.com

The Law Offices of J. Gregory Clare 2933 Bowman Avenue Louisville, KY 40205 Greg.clare@jgclare.com

Wyatt Tarrant & Combs LLP 500 West Jefferson St., Suite 2800 Louisville, KY 40202 bmenefee@wyattfirm.com

Kortz & Funke 6461 W. LaGrange Road Crestwood, KY 40014 dfunke@immigrationky.com

#8 – Basis for selection of the proposed contractor:

In April 2014, the University issued a request for proposal for legal services with an open response period of 30 days. The request for proposal was posted on the University's website. Evaluation criteria (including the experience in representing institutions of higher education, strength of professionals to be assigned to the contract, and financial and pricing consideration) were designated in the request for proposal and were used to score the respondents.



PERSONAL SERVICE CONTRACT
OFFICE OF SUPPORT SERVICES, MOREHEAD, KENTUCKY 40351

| | | Personal | Service Contract Nu | mber PS | |
|--|--|-----------------------------------|--|---|--------|
| This Personal Service Contract for profe | essional services to | forehead Siz is made an | d entered into this | | |
| 10th day of June , 2014 by | y and between More | ehead State Univ | ersity (MSU) and: | | |
| McBrayer, McGinnis, Leslie & Name of Individual and/or Firm (The Se | Kirkland, PLLC | | al Security or Federa | al ID Number | |
| 201 East Main St, Suite 900 | Lexington | KY | 40507 | | |
| Street Address | City | State | Zip Co | | |
| Effective Dates Beginning da No personal service contract amendment shall be p | te July 1, 2014 presented to the GCRC fo | Ending date 'or review any sooner | June 30, 2015 than ninety (90) days afi | ter a committee action on the contract. | |
| Services to be Delivered Explain the purpose of the contract/projecontract duration. Do no use acronyms a See attached | | | | | or the |
| Objective to be Accomplish Explicitly describe the results desired from See attached | | ernal service pro | vider. Attach a seco | and page if necessary. | |
| Contract Cost Data | | | | | |
| \$ 10,000 Personal Services | \$ Per Diem/Tra | \$ vel Oth | = ner | \$ 10,000 Total | |
| Contract Cost Detail Described hourly or daily rate of pay related to | to personal services, p | er diem rates, mile | age estimates, air trav | el, lodging, and other related expe | enses. |
| The Second Party shall not be reimbursed | d for any expenses | except as describ | ed above. | | |
| Source of Funds Fede | ral: \$ | State: \$ | Local/0 | Other: \$ 10,000 | |
| If contract supported by federal funds, in | dicate grant/project | title, I.D. numbe | r, and CFDA numb | er | |
| No services may be performed or payn and greater require the filing with the begins. | | | | | |
| Submitted by June 1 June 1 | 0 /11/14 Date | Reviewed by | Office of Support | Services | Date |
| | | Approved by | | | |
| Dean/Vice President Signature | Date | | Chief Financial Off | icer & VP for Administration | Date |

| | | | ٠., |
|------------|----------------|--------------|-----|
| Personal : | Service Contra | ot Number PS | ١ |

PERSONAL SERVICE CONTRACT between MOREHEAD STATE UNIVERSITY

McBrayer, McGinnis, Leslie & Kirkland, PLLC And Name of Individual and/or Pirm (The Second Party)

NO WORK SHALL BE INITIATED OR PERFORMED BY THE SECOND PARTY UNTIL ALL MSU APPROVALS ARE OBTAINED. CONTRACTS \$10,000 AND GREATER MUST BE FILED WITH THE GOVERNMENT CONTRACT REVIEW COMMITTEE OF THE GENERAL ASSEMBLY BEFORE WORK MAY BEGIN.

THE SECOND PARTY IS AN INDEPENDENT CONTRACTOR AND THEREFORE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Cancellation - By either party upon 30 days written notice.

Liability Insurance Waiver

I do hereby waive any and all rights and claims for damages that I may have or that may hereafter accrue to me arising out of my participation in any activity related to Morehead State University. It is of my own accord and I understand and agree that neither Morehead State University or Morehead State University employee(s) shall assume or have any responsibility or liability for expenses or injuries resulting from my participation.

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest of 10% or more in any business entity involved in the performance of the contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the compaign finance laws of the Commonwealth.

MSU is not liable for Social Security contribution pursuant to Section 418, 42 U.S. Code. Purthermore, IRS Form 1099 will be forwarded

| at the end of the calendar year if total payment(s) exceed \$600. | |
|--|----|
| Are you actively receiving Kentucky Teachers' Retirement System (KTRS) Benefits? | |
| If yes, have you been employed at any other KTRS agency during the current (July 1 – June 30) fiscal year? 🔲 Yes 🔠 | No |
| Contractor (Second Party) Why May 6/10/14 Signature Date | |
| Mchaye M. Givis Leslie + Keld L. | |

Statement to Accompany Personal Services Contract

Services to Be Delivered

McBrayer, McGinnis, Leslie & Kirkland, PLLC will provide legal representation to the Board of Regents and administration of Morehead State University and will supplement in-house legal counsel when specialized legal expertise is needed.

Contract Payment and Cost Detail

Payments under the contract will be made in amounts not to exceed \$125 per hour. Second party will submit signed invoices detailing billing by category for services to 1/10 of an hour. General travel within the central Kentucky to Morehead area will be reimbursed. Other travel must be specifically authorized in advance by the General Counsel of the University. Filing fees, postage, telephone charges, court reporter fees, deposition expenses and copy fees shall be reimbursed by billings on monthly statements. The total payments for personal services and expense reimbursements under the contract shall not exceed \$10,000.

MOREHEAD STATE UNIVERSITY Personal Service Contract Proof of Necessity (PON)

Contract Number: MHSU -

| Agency: Morehead State University | Department: General Counsel | | | | |
|--|---|--|--|--|--|
| Type of Contract: New | Renewal (Renegotiation) | Extension for Time Only | | | |
| NOTE: All questions must be answered fully. If space provided in insufficient, additional pages should be attached referencing the specifically numbered item. | | | | | |
| 1. Name of Contractor: McBrayer, Mc | Ginnis, Leslie & Kirkland, PLLC | | | | |
| Street Address: 201 East Main St., Su | city Lexington | State: <u>KY</u> Zip 40507 | | | |
| 2. Effective Period of Contract | Beginning Date: July 1, 2014 Endin | g Date: June 30, 2015 | | | |
| 3. Explain the work to be performed. (Include: Description of project, type(s) of service to be delivered, reports or products to be prepared, reason for duration of contract, etc.): The firm will provide legal services to Morehead State University on an "as needed" basis for areas including but not limited to general higher education, tax law, employee benefits and compensation issues, and environmental issues. | | | | | |
| | | | | | |
| succeeding fiscal year? | reason now exist which would indicate a reason No No ers may be extensive and incapable of resolu | | | | |
| B. Will the contract provide for cancellation by MSU upon a maximum of 30 days or less written notice to the contractor? S. FINANCIAL AND CONTRACT COST DATA: | | | | | |
| A. Total Projected Cost of Contract:Source of Funds: Federal \$B. If contract is supported by federal | State \$ funds, indicate: Grant/project title, grant | Local/Other \$ 10,000 Agency ID number, and CFDA number. | | | |
| C. If contract is supported by state funds, indicate source(s) and amount(s) (e.g., General Fund, Trust & Agency, Other) | | | | | |
| D. Was the contract cost included in If no, explain: | the original Budget Request? Yes | ONo | | | |
| | ted cost of the contract was derived (attac | h proposed budget when | | | |
| F. Basis for Payment: \$125 / hour Hourly Other (Explain): not to exceed \$1 | | /service for Service | | | |
| G. Method of Payment: Straight H. Frequency of Payment: Mont Other (Explain): | | pletion | | | |

| | NOTE: If professional employment contract with firm or corporate entity, atta officers, as well as all employees performing work directly related to the contra | |
|----|---|---|
| | J. If an individual, will the terms of contract require that the contractor for FICA purposes? Yes No | be considered an "employee" of MSU |
| 6. | . JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVID | ER TO PERFORM THE SERVICE |
| | The following questions should be addressed at a minimum: What in-house method(s) were considered and why were potential in-ho such nature that: it should be done independently of the agency to avoid or special expertise/qualifications; and/or legal or other special circumst provider? If services are needed on a continuing basis, describe efforts state employment channels? Will agency personnel provide staff support McBrayer, McGinnis, Leslie & Kirkland will supplement in-house counsel, a | a conflict of interest; it requires unique ances require use of an outside made to secure services through regular rt services to the contractor? |
| | expertise is needed. In April 2014, the University issued a request for proposal for legal services. | |
| 7. | . Name and address of other provider(s) considered to perform the se See attached. | ervice: |
| 8. | Basis for selection of the proposed contractor (explain process used proposals, bids, references, and evaluation criteria applied): The firm was selected through an advertised request for proposals process. The criteria and weighting factors published in the RFP document. | |
| 9. | PLANNED SUPERVISION AND MONITORING OF THE CONT | RACTOR'S PERFORMANCE: |
| | A. Name and Title of Person Responsible: Jane Fitzpatrick, General C Office and Location: HM 305, Morehead State University, M Telephone Number: (606) 783-2053 | orehead, KY 40351 |
| | B. Describe the monitoring activities, both programmatic and fiscal, whe manner in which monitor needs will be address in the contract to facing Review of monthly invoices | nich will be performed including the ilitate this activity: |
| 10 | 0. SIGNATURES | |
| | PREPARED BY: | DATE: |
| | RECOMMENDED BY ANE V Itaportack TITLE: Jeneral Coursel | DATE: 6/11/14 |
| | REVIEWED BY: Director of Support Services | DATE: |
| | APPROVED BY: Chief Financial Officer & VP for Administration | DATE: |

I. Social Security Number (if individual) or IRS ID Number (if firm or corporate entity) of proposed contractor:

Statement to Accompany Legal Services Proof of Necessity

Respondents to Request for Proposals for Legal Services (April 2014):

Paul Stokes 129 East Main Street Morehead, KY 40351 prstokeslaw@windstream.net

McBrayer, McGinnis, Leslie & Kirkland, PLLC 201 East Main Street, Suite 900 Lexington, KY 40507 tmcbrayer@mmlk.com

The Law Offices of J. Gregory Clare 2933 Bowman Avenue Louisville, KY 40205 Greg.clare@jgclare.com

Sturgill, Turner, Barker & Maloney 333 West Vine Street, Suite 1400 Lexington, KY 40507 sbarker@sturgillturner.com

Wyatt Tarrant & Combs LLP 500 West Jefferson St., Suite 2800 Louisville, KY 40202 bmenefee@wyattfirm.com

Kortz & Funke 6461 W. LaGrange Road Crestwood, KY 40014 dfunke@immigrationky.com